

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/19/2002

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Thomas Conveyor Company		07/19/2002	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Tote Systems International, LP
Street Address:	13355 Noel Rd., Suite 1750
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	LIMITED PARTNERSHIP: TEXAS

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	0517618	TOTE
Registration Number:	0783179	TOTE
Registration Number:	0882345	TOTE SYSTEMS
Registration Number:	0757903	TOTE SYSTEMS

**CORRESPONDENCE DATA**

Fax Number: (214)978-3099  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (214) 978-3000  
 Email: angela.l.young@bakernet.com  
 Correspondent Name: Baker & McKenzie LLP  
 Address Line 1: 2001 Ross Ave., Suite 2300  
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 24213850-000003

**900145228**

**TRADEMARK  
 REEL: 004077 FRAME: 0395**

**CH \$115.00 0517618**

NAME OF SUBMITTER:	Heiko Burow
Signature:	/Heiko Burow/
Date:	10/13/2009
Total Attachments: 5 source=ASSIGNMENT-TM#page1.tif source=ASSIGNMENT-TM#page2.tif source=ASSIGNMENT-TM#page3.tif source=ASSIGNMENT-TM#page4.tif source=ASSIGNMENT-TM#page5.tif	

## ASSIGNMENT

This ASSIGNMENT (this "Assignment") is made effective as of July 19, 2002 (the "Effective Date"), between Thomas Conveyor Company ("Assignor") and Tote Systems International, LP ("Assignee").

WHEREAS, Assignor agrees to sell, convey, assign, transfer and deliver to Assignee all right, title and interest in and to the trademarks, service marks, and/or trade names set forth in *Schedule 1* to this Assignment, all goodwill associated with any of such trademarks, service marks, and/or trade names existing anywhere in the world, all applications and registrations for any such trademark, service mark, and/or trade name (including, without limitation, those set forth in *Schedule 1* to this Assignment), and all legal rights, title or interest in all of the foregoing arising under any federal, state, local, municipal, foreign, international, multinational or other constitution, law, statute, treaty, rule, regulation, ordinance, code, binding case law or principle of common law, whether or not filed, perfected, registered or recorded (all of the foregoing collectively, the "Marks");

NOW, THEREFORE, in consideration of the payment of ten U.S. Dollars (US\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee, and Assignee purchases, acquires, and receives from Assignor, all rights, title and interest in and to the Marks, all of them to be held and enjoyed by Assignee, its successors, heirs and assigns on and as of the Effective Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor and Assignee agree that, as of the Effective Date, Assignee shall solely and exclusively own and hold all rights, title and interest in and to the Marks and any right therein and thereof, including, without limitation, the right to, directly or indirectly, exercise, exploit, license out, assign, transfer, convey, commercialize, or otherwise enjoy any and all rights and benefits encompassed by or resulting from any and all of the Marks, all in Assignee's sole discretion, including, but not limited to, the exploitation, licensing out, assignment, transfer, conveyance, commercialization, enjoyment, and exercise of any economic and non-economic rights using, utilizing or based on the Marks and/or any right thereof. Assignor shall not retain, whether expressly, by implication, estoppel or otherwise, any right, title or interest in and to any or all of the Marks or any right therein or thereof. For the avoidance of doubt, Assignee shall solely and exclusively have the right and be entitled, in its sole discretion, in and/or under the laws of any country and jurisdiction, to (i) initiate and/or continue any action, litigation, arbitration or other proceeding, and seek, enforce, and benefit from any right, remedy and/or award, in connection with any or all of the Marks, or any infringement, theft or violation thereof, whether such rights, remedies or infringement are based on any acts, omission or conduct prior to, on or after the Effective Date, and (ii) file, continue, discontinue, prosecute, or abandon any application for registration of any Marks, and (iii) obtain, maintain, cancel, or let expire any registration of any Marks. ASSIGNOR MAKES NO WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY TYPE OR KIND WITH REGARD TO THE MARKS AND ASSIGNEE TAKES THE MARKS "AS IS".

Assignee agrees to indemnify and hold Assignor harmless from any and all claims arising from the Marks, which indemnification shall include any and all damages, losses, claims, liabilities, demands, expenses and costs, including without limitation, reasonable attorneys' fees.

Assignor has no further obligations or duties to Assignee regarding the Marks.

This Assignment shall inure to the benefit of Assignor and Assignee, and each of its successors, heirs and assigns. Except to the extent that U.S. federal law (or outside the U.S., any foreign law) preempts state law with respect to the matters covered by this Assignment, this Assignment is governed

by the laws of the State of Texas, without regard to any conflict of laws provisions that may require the application of any other law.

The parties have executed and delivered this Assignment as of the date indicated in the first sentence of this Assignment.

**ASSIGNEE:**

TOTE SYSTEMS INTERNATIONAL, LP

By: RMA Tote General, LLC, its general partner



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Name: Roger M. Ames

Title: President

**ASSIGNOR:**

THOMAS CONVEYOR COMPANY



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Name: Gary C. Martin

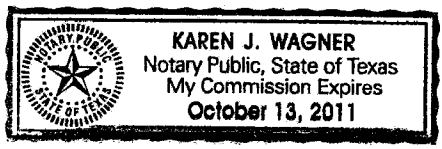
Title: Secretary and Treasurer

State of Texas            )  
                                  ) ss:  
County of Dallas        )

On this 10<sup>th</sup> day of ~~September~~ <sup>October</sup>, 2009, Roger M. Ames, President of RMA Tote General, LLC, on both this date and on the Effective Date, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Karen J. Wagner  
Notary Public

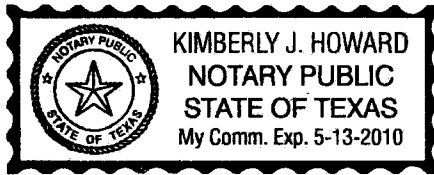


State of Texas )  
 ) ss:  
County of Tarrant )

On this 2 day of ~~September~~ *October*, 2009, Gary C. Martin, Secretary and Treasurer of Thomas Conveyor Company on the Effective Date, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

*Kimberly J. Howard*  
Notary Public



**SCHEDULE 1**

**Marks**

The term "Marks" includes, without limitation, the following:

- TOTE
- **TOTE**
- TOTE SYSTEMS

and the following registrations and applications:

- U.S. Registration No. 517,618 (TOTE & Design)
- U.S. Registration No. 783,179 (TOTE)
- U.S. Registration No. 882,345 (TOTE SYSTEMS)
- U.S. Registration No. 757,903 (TOTE SYSTEMS)
- Canada Registration No. 148,876 (TOTE)
- Canada Registration No. 161,018 (TOTE SYSTEMS)
- Argentina Registration No. 1,610,386 (TOTE & Design)
- Brazil Registration No. 7197322 (TOTE)
- Mexico Registration No. 161900 (TOTE)